

EXHIBIT B

AMENDEMENT #1
TO
CONTENT LICENSE AGREEMENT BETWEEN
THE NICKELS GROUP, INC. AND DEATH ROW RECORDS

This Amendment #1 ("Amendment") to the Content License Agreement between The Nickels Group, Inc. and Death Row Records (the "Agreement"), is effective as of March 11, 2005. Except as modified by this Amendment, the terms and conditions of the Agreement remaining full force and effect. Any capitalized term used but not defined in this Amendment and the Agreement, this Amendment will control.

The parties agree as follows:

1. Effective as of the date of this amendment, Schedule A includes the Content attached hereto as Schedule A.
2. All tracks in Schedule A will be available for Full Tracks Downloads via mobile devices.
3. The Nickels Group, Inc. will pay Marion "Suge" Knight on behalf of Death Row Records (US) [REDACTED] cash for the rights to extend the License Period of the contract for Twelve (12) months. The term extension will be from August 18, 2006 to August 18, 2007.
 - a. Upon signing this Amendment Marion "Suge" Knight will receive [REDACTED] cash used. This Amendment will act as a receipt.
4. Except as modified by this amendment, the terms and conditions of the Agreement dated August 18, 2004 between Death Row Records and The Nickels Group, Inc. remain in full force and effect.

The Nickels Group, Inc.

By: [Signature]
Printed Name: Dary [REDACTED]
Title: President/Co-Owner
Date: March 11, 2005

REDACTED

Death Row Records, Inc.

By: [Signature]
Printed Name: Marion "Suge" Knight
Title: CEO/Owner
Date: March 11, 2005